

**Here are the Terms and Conditions
of your Contract**

Please read them carefully

**Identify yourself as an OMSIP contract
holder by presenting your registration card
when service is requested from a physician.**

1. Basis and duration of Standard Contract

This contract is made on the basis of the application form which, together with the registration card, form part of this contract.

The duration of this contract is dependent on receipt by the Medical Services Insurance Division of the prescribed premiums, which are payable by the contract holder or by the Minister of Health on the contract holder's behalf. This contract continues in force from the date of issue until the expiration of the term indicated on the premium notice.

2. Standard Contract — guaranteed renewable

This contract is guaranteed renewable and the contract holder has a right in the absence of misrepresentation or fraud, misuse of services or non-payment of premium, to continue this contract on the same basis except for premium rates.

3. Cancellation — permissive

This contract may be cancelled by the Medical Services Insurance Division only for the following conditions:

- (a) misrepresentation or fraud as to a material fact;
- (b) non-payment of premium;
- (c) where the contract holder ceases to be a resident, in which case coverage terminates ninety days after the date of ceasing to be a resident;
- (d) for misuse of services for which benefits are provided.

4. Notice of Contract Cancellation

The Medical Services Insurance Division shall give 30 days' written notice to the contract holder of any contract cancellation. The notice will be sent to the last address of the contract holder on the records of the Medical Services Insurance Division.

Right of Appeal from Contract Cancellation

The contract holder may appeal his contract cancellation except in the case of cancellation for non-payment of pre-

mium. The appeal shall be made to the Medical Services Insurance Council, 135 St. Clair Avenue West, Toronto 7, Ontario, within 30 days after receipt of notice of cancellation. Where an appeal is taken the cancellation of the contract is not effective until the Council gives its decision. The Council shall specify the effective date of the contract cancellation or otherwise. Where the contract holder fails to notify the Council within the 30 days prescribed the cancellation of the contract becomes final.

**5. Grace period of 30 days for non-payment
of due premium**

The contract holder who fails to pay the premium on the due date has a period of 30 days grace in which to make payment and upon failure to make such payment, the standard contract shall be cancelled.

6. Non-interference with choice of physician

The contract holder has the right to choose his own physician under the standard contract.

7. Statutory benefits — physicians' services

The benefits provided under this standard contract shall be the payment to or on behalf of a contract holder and his eligible dependants for medical, surgical or obstetrical care or services by a physician, wherever rendered unless accepted or limited under The Medical Services Insurance Act, 1965 and Regulations thereunder. The exceptions to this provision are set as follows:

EXCEPTIONS

1. (a) Services that a covered person is entitled to receive under The Workmen's Compensation Act or similar legislation in any other jurisdiction.
- (b) Services that a covered person receives under any Act of this Legislature or under any enactment of any other jurisdiction.
- (c) Services for which no charge would be made in the absence of insurance.
2. (a) Laboratory and other diagnostic procedures rendered as hospital services to the extent that these are provided for under the plan of hospital care insurance under The Hospital Services Commission Act, and laboratory services and clinical pathology other than those authorized or ordered by a physician, billed by a physician, and performed under the direction of a physician, subject to any limitations imposed by the regulations.
- (b) Dental care for dental purposes, including X-ray and anaesthetist services; nursing services; ambulance services; dressings and cast materials; use of operating, plaster or fracture rooms; drugs, vaccines, biological sera or extracts or their synthetic substitutes; eye glasses; special appliances; oxygen; physical therapy and other similar treatments.

3. Physician's services rendered to a covered person where the physician is paid to provide the services.

4. Services with respect to conditions that, in the opinion of a physician, are not detrimental to the health of a covered person, including services for cosmetic purposes only.

5. Expenses for travelling time or mileage.

6. Advice by telephone.

7. (a) Any services or examinations for the purpose of,

- (i) an application for insurance or under a requirement for keeping insurance in force,
- (ii) an application for admission to or continuance at or in a school, college, university, camp or an association,
- (iii) employment, or the continuance of employment, or pursuant to the request of an employer or other person in authority,
- (iv) a passport, visa or other similar document.

(b) Any similar examinations other than for the health of the person covered.

8. Group inoculation or inoculations pursuant to a statute or by-law or regulation thereunder.

9. Examination of the eyes by refraction.

10. Services rendered by a physician pursuant to an arrangement for rendering services to the employees of an employer or to members of an association.

8. Additional benefits — surgical procedures

The standard contract benefits shall include payment for surgical procedures specified in the Regulations to The Medical Services Insurance Act, 1965, and subject to the limitations prescribed therein, which procedures and limitations are as follows:

The following 24 surgical procedures are standard contract benefits if performed in a hospital by a dental surgeon who has been appointed to the dental staff of such hospital on the recommendation of the chief of the surgical staff and with the agreement of the Medical Advisory Committee of such hospital.

1. Surgical removal of teeth, erupted, unerupted or impacted.
2. Alveoplasty and gingivoplasty.
3. Sulcus deepening and ridge construction.
4. Exposure of tooth for orthodontic treatment.
5. Treatment of traumatic injuries to soft tissues within the mouth.
6. Root resection.
7. Incision and drainage of abscess of dental origin.
8. Frenectomy.
9. Closed reduction of fractures of mandible and maxilla.
10. Excision of intra-oral cysts.
11. Intra-oral biopsy.

12. Excision of benign intra-oral tumours.

13. Removal of root or foreign body from maxillary antrum.

14. Repair and closure of antro-oral fistula.

15. Closed reduction of temporo-mandibular dislocation.

16. Sialolithotomy.

17. Excision of ranula.

18. Open reductions of fractures of the maxilla.

19. Open reduction of fractures of the mandible.

20. Surgical correction of prognathism or micrognathia.

21. Condylectomy.

22. Therapeutic or diagnostic alcohol nerve block.

23. Avulsion of nerve (mental, infra-orbital or inferior dental).

24. Open reduction of temporo-mandibular dislocation.

9. Basis of payment for benefits

The basis of payment for benefits under the standard contract shall be 90 per cent of the 1967 Ontario Medical Association's Schedule of Fees as authorized by The Medical Services Insurance Act, 1965 and Regulations thereunder.

10. Certified specialist services

The amount of benefits payable under a standard contract for the services of a certified specialist performed within his specialty shall be 90 per cent of the 1967 Ontario Medical Association's Schedule of Fees for certified specialists.

Appeal from Claim Disallowance

A contract holder has a right to appeal to the Medical Services Insurance Council, 135 St. Clair Avenue West, Toronto 7, Ontario within 30 days in the case where his claim for standard contract benefits has not been allowed by the Medical Services Insurance Division.

11. Coverage under additional contract

A contract holder who makes a claim for benefits, and who has in force any other contract which provides benefits for medical expenses that are covered by the standard contract, shall have his standard contract benefits reduced by the amount of benefits payable under the other contract.

**12. Coverage under Standard Contract
and by Statute**

A contract holder who is covered by a standard contract and who receives, or is to be compensated for, medical or surgical care or services under any provincial enactment or any enactment of any other jurisdiction, shall not be entitled to standard contract benefits to the extent that he has received, or is to be compensated for, such care or services under such enactment.

13. Adding Newborn or Adopted Dependents

Where a child is born or adopted by the contract holder and his wife, the contract holder shall apply to the Medical

Services Insurance Division within 30 days of the birth or adoption and coverage for the newborn or adopted child shall commence from the date of birth or adoption, upon payment of any required premium.

Where the application is not made within the 30-day period referred to above, coverage for the newborn or adopted dependant will become effective three months following the date of application and payment of any required premium.

14. Change in dependant status

A dependant covered under a standard contract, who marries prior to the age of 21, loses his dependant coverage and may make application for a standard contract for his wife and himself which shall become effective immediately on receipt of the application and premium if the same are received within 30 days of the marriage.

15. Change in address and number of dependants

The contract holder shall notify the Medical Services Insurance Division of any change in his address, or of any change in the number of dependants covered under the standard contract.

16. Registration card

A registration card showing a contract number will be issued to the contract holder indicating that the contract holder and his eligible dependants are covered for the benefits provided under the standard contract.

17. Contract not assignable

The benefits of this contract are provided for the contract holder and his eligible dependants and may not be transferred or assigned.

18. Subrogation or right of recovery by the Medical Services Insurance Division

The Division is subrogated to any right a contract holder or his eligible dependants have, to recover all or part of the costs of medical services insurance benefits, including future benefits, from any other person liable therefor and the Division may bring an action in the name of the contract holder to enforce such rights.

19. Action by contract holder

A contract holder and his eligible dependants who bring an action to recover for loss or damages arising out of the negligence or other wrongful act of a third party in respect of which injury or disability, medical services insurance benefits have been provided under the standard contract, shall include a claim on behalf of the Division for the cost of the standard medical services insurance benefits.

20. Notice to Medical Services Insurance Division

Where a contract holder brings an action referred to in paragraph 19, his solicitor shall inform the Medical Ser-

vices Insurance Division immediately after issuing the writ and the matter shall be subject to the provisions of The Medical Services Insurance Act, 1965, and Regulations thereunder.

21. Release of subrogation rights

The release of any right respecting medical services insurance benefits to which a contract holder and his eligible dependants are entitled and in respect of which right the Division is subrogated is not binding on the Division unless the Division consents to the release.

22. Definitions of terms used herein

Benefits — of a standard contract means a payment made to, or on behalf of a covered person for medical, surgical or obstetrical care or services or the performance of such care or services for a covered person.

Certified Specialist — means

1. a legally qualified medical practitioner in Ontario who holds a certificate from The Royal College of Physicians and Surgeons of Canada certifying that he is a specialist in the care or services that are normally considered to include the care or services in question; or

2. a legally qualified physician practising outside Ontario who holds a certificate from the appropriate authority in the jurisdiction in which he practises certifying that he is a specialist in the care or services that are normally considered to include the care or services in question.

Covered Person — means a person who is covered by a standard medical services insurance contract and herein referred to as the contract holder and his eligible dependants.

Dependant — means a resident who is

1. the spouse of the head of the family, or
2. a child of the head of the family who is dependant for support upon the head of the family and who is under the age of 21 years and unmarried.

Physician — means a legally qualified medical practitioner who is registered as such under a statute governing the practice of medicine in the jurisdiction in which any medical, surgical or obstetrical services are rendered.

Standard Contract — means a standard medical services insurance contract.

Premium — means the subscription, fee or other sum or money payable for a standard contract and includes all sums of money payable from time to time to maintain the contract in force.



ONTARIO MEDICAL SERVICES INSURANCE PLAN
135 St. Clair Ave. West, Toronto 7

S-2460



OMSIP

Ontario Medical Services Insurance Plan

Standard Contract for Medical, Surgical and Obstetrical Benefits

This is to certify that on the issue of a registration card, the contract holder and his eligible dependants as listed on his application form or subsequently added, are entitled to receive the statutory benefits as prescribed in Schedule A of The Medical Services Insurance Act, 1965, and Regulations thereunder, which statutory benefits are set out herein. The contract holder is subject to the statutory limitations and conditions and contractual terms specified in this contract.

M. B. Dymond

Minister of Health
M. B. DYMOND, M.D.